Postal Regulatory Commission Submitted 5/19/2022 11:08:56 AM Filing ID: 121793 **Accepted 5/19/2022**

BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES PRIORITY MAIL CONTRACT 721 (MC2021-132) **NEGOTIATED SERVICE AGREEMENT**

Docket No. CP2021-137

USPS NOTICE OF AMENDMENT TO PRIORITY MAIL CONTRACT 721, FILED UNDER SEAL

(May 19, 2022)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 721, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 721 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective three business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 721. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW Washington, D.C. 20260-1137 (202) 268-8405 Sean.C.Robinson@usps.gov May 19, 2022

ATTACHMENT A TO REQUEST REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 721

AMENDMENT #1 OF SHIPPING SERVICES CONTRACT BETWEEN THE UNITED STATES POSTAL SERVICE

AND

REGARDING PRIORITY MAIL SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and ("Customer") entered into a Shipping Services Contract, Priority Mail Contract 721/Docket No. CP2021-137, regarding Priority Mail, on September 13, 2021.

WHEREAS, the Parties desire to amend the terms in Sections I.F.3, I.G, I.H and IV of the Contract.

NOW, THERFORE, the Parties agree that the Contract is hereby amended as detailed below. The exiting Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approvals.

[Replace Sections I.F.3, I.G, I.H and IV, as follows:]

I. Terms

- F. [Unchanged.]
 - 1. [Unchanged.]
 - 2. [Unchanged.]
 - 3. Tier threshold. As outlined in Table C, the following quarterly average volumes must be met in order to achieve the applicable Priority Mail rates in Section I.I.
- G. From the Effective Date of the Contract until the third Contract Quarter Customer will pay Tier 1 prices for its Contract Packages, pursuant to Table 1. Beginning July 1, 2022, subsequent tier pricing will be determined by the quarterly average of Total Packages shipped during the term of this Contract. If the quarterly average of Total Packages shipped falls below the minimum volume set for Tier 1 pricing, the Postal Service in its sole discretion has the right to revert Customer to the most current Priority Mail Commercial Plus Prices for the subsequent Contract Quarter.
- H. Customized prices for this Contract will be based on a rolling four (4) quarter average. The average will be based on the number of Total Packages shipped divided by the number of Contract Quarters achieved. At the conclusion of the first four (4) Contract

Quarters, pricing for subsequent quarters will be calculated by the number of Total Packages shipped in the previous four (4) Contract Quarters divided by four (4). The Postal Service will calculate the number of Total Packages and the number of applicable Contract Quarters to calculate and apply the appropriate rate table within thirty (30) calendar days of the conclusion of that Contract Quarter. The Postal Service will notify Customer, within thirty (30) calendar days after the start of each Contract Quarter, of the applicable tiered pricing for any Contract Packages shipped during that Contract Quarter. The calculated rate for the new Contract Quarter will become effective within thirty (30) calendar days from the start of the new Contract Quarter.

IV. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF,	the Parties hereto	have caused this	Contract to b	e duly	executed as
of the later date below:					

UNITED	STA TICE
Signed by	Shibani Gambhir
Printed N	nme: Shibani Gambhir
Title: V	ce President of Business Development
Date:	5/18/2022

